



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## RECENT DECISIONS.

COMMON CARRIERS—LIABILITY FOR NEGLIGENCE OF MANUFACTURER.—The plaintiff was injured through the fall of an elevator in an office building as the result of a defective drawbolt by which the elevator cage was suspended. *Held*, the owner of the building is liable for the negligence of the manufacturer in not properly testing the tensile strength of the bolt. *Dibbert v. Metropolitan Inv. Co.* (Wis.), 147 N. W. 3. See NOTES, p. 60.

COMMON CARRIERS—SHIPPING CONTRACT—WAIVER.—A provision in a shipping contract exempted the carrier from liability for loss or damage, unless a written claim for such loss or damage was made within four months after the expiration of a reasonable time for delivery. After the expiration of the four-month period the carrier, at the consignor's suggestion, undertook to trace the lost goods. *Held*, the provision requiring notice is waived. *Cheney v. N. Y. C. & H. R. R. Co.*, 85 Misc. Rep. 157, 148 N. Y. Supp. 108. See NOTES, p. 68.

COMPROMISE—SCOPE AND EFFECT.—The plaintiff shipped a casket to be used for the burial of his wife. The carrier negligently failed to deliver it until after the funeral, necessitating the purchase of a cheaper casket. The carrier afterwards paid the value of the casket, taking a receipt "in full payment for one coffin." *Held*, the plaintiff can recover for mental anguish occasioned by the negligent delay, such not being included in the compromise. *Byers v. South. Exp. Co.* (N. C.), 81 S. E. 741.

Damages are allowed for mental anguish occasioned by negligent delay in the transportation of a corpse. *Hale v. Bonner*, 82 Tex. 33, 17 S. W. 605, 14 L. R. A. 336, 27 Am. St. Rep. 850. Damages for mental anguish is not a separate cause of action, but a further element of damages. *Thompson v. Exp. Co.*, 144 N. C. 392, 57 S. E. 19. There is conflict of authority on the question whether settlement of the actual pecuniary loss suffered bars a recovery for damages for mental anguish arising from the same cause of action. This is due to a failure to distinguish between settlement by compromise and settlement by a judgment or decree of a court. A compromise settles only such matters as are within the intention of the parties. *Stubbs v. Franklyn & M. Ry. Co.*, 101 Me. 355, 64 Atl. 625. Where some matter arising from the same cause of action was not within the intention of the parties, the settlement is no bar to an action thereon. *Watson C., etc., Co. v. James*, 72 Ia. 184, 33 N. W. 622. But where the settlement is by judgment or decree of court the principle of *res judicata* applies; all damages resulting from a single wrong or cause of action must be recovered in a single action and the plaintiff cannot maintain separate actions for separate items of damage. *King v. Chicago, M. & St. P. Ry. Co.*, 80 Minn.